

**VICTORIA L. FRANCIS**  
**Assistant U.S. Attorney**  
**U.S. Attorney's Office**  
**2601 Second Ave North, Suite 3200**  
**Billings, MT 59101**  
**Phone: (406) 657-6101**  
**FAX: (406) 657-6058**  
**E-mail: [Victoria.Francis@usdoj.gov](mailto:Victoria.Francis@usdoj.gov)**

**ATTORNEY FOR PLAINTIFF**  
**United States of America**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
GREAT FALLS DIVISION**

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**UNITED STATES OF AMERICA,**

**Plaintiff,**

**vs.**

**KIM R. PELTIER, and TOOLE  
COUNTY, a political subdivision  
of the State of Montana,**

**Defendants.**

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**CV 18-\_\_\_\_-GF-\_\_\_\_**

**COMPLAINT**

The United States on behalf of its agency, Farm Service Agency (FSA), files this civil action to foreclose security agreements held by the Farm Service Agency and to enforce collection of amounts due and owing

to the United States. The United States on behalf of its agency, Farm Service Agency, hereby states as follows:

1. This Court has jurisdiction of this action for the reason that the United States of America is the party Plaintiff under 28 U.S.C. § 1345.
2. On May 18, 2009, the United States, pursuant to the Consolidated Farm and Rural Development Act, loaned Kim R. Petlier the sum of \$100,000.00. This loan is evidenced by a promissory note dated May 18, 2009. A true and correct copy of the promissory note is attached hereto as Exhibit A. This loan was reamortized in the amount of \$63,112.47 on December 18, 2009. A true and correct copy of the promissory note evidencing the reamortization is attached as Exhibit B.
3. On December 22, 2009, the United States, pursuant to the Consolidated Farm and Rural Development Act, loaned Kim R. Peltier the sum of \$100,000.00. This loan is evidenced by a promissory note dated December 22, 2009. A true and correct copy of the promissory note is attached hereto as Exhibit C.
4. On March 1, 2011, the United States, pursuant to the Consolidated Farm and Rural Development Act, loaned Kim R. Peltier the sum of \$65,000.00. This loan is evidenced by a promissory note dated

March 1, 2011. A true and correct copy of the promissory note is attached hereto as Exhibit D.

4. As security for the promissory notes described above, Kim R. Peltier executed a series of security agreements, the latest of which is dated May 22, 2012. The security agreements granted the FSA a security interest in all crops, machinery and equipment owned by him or acquired thereafter. Farm Service Agency perfected its security interest in the above described chattel property by filing a financing statement with the Montana Secretary of State on September 4, 2008 as Document Number 97713552. The financing statement was subsequently renewed, with the latest renewal on August 26, 2013. Farm Service Agency further protected its security by filing an Effective Financing Statement with the Montana Secretary of State on September 4, 2008 as Document Number 97713431. The Effective Financing Statement covers hay, grass and alfalfa and was subsequently renewed, with the latest renewal on August 26, 2013. In addition, several liens were filed with the State of Montana, Motor Vehicle Division. Attached as Exhibit E, F, G and H are copies of the security agreements and perfection documents.

5. Defendant, Kim R. Peltier, is in default of the promissory notes. The loans have been processed through FSA 1951-S servicing regulations. The debt was accelerated December 3, 2013.

6. After crediting payments there is due and owing unpaid principal in the amount of \$91,113.87, plus accrued interest as of February 1, 2018 in the amount of \$11,412.87, for total of \$102,526.74 as of February 1, 2018. Interest continues to accrue from February 1, 2018 to the date of judgment at the rate of \$5.8075 per day and after judgment at the rate allowed by law. Attached at Exhibit I is a Certificate of Indebtedness verifying the amount due.

7. Defendant, Toole County, has or may have an interest in the property by virtue of property taxes that may be due and owing. The principal amount of such taxes takes priority over the United States. Penalties and interest are subordinate to the United States.

WHEREFORE, the United States prays for judgment as follows:

1. Plaintiff, United States of America, have judgment against Defendant Kim R. Peltier for principal in the amount of \$91,113.87, plus accrued interest as of February 1, 2018 in the amount of \$11,412.87, for total of \$102,526.74 as of February 2, 2018, plus interest at the rate of

\$5.8075 per day from February 1, 2018 to the date of judgment, and interest thereafter at the rate allowed by law pursuant of 28 U.S. C. § 1961.

2. That the security agreements of the United States be foreclosed, and the chattels be sold at judicial sale.

3. That the usual decree be made for the sale of chattel property according to the law and practice of this Court, that the Court determine the priority of various liens on the personal property, and the proceeds realized be applied in payment of the amount found due and payable to Plaintiff herein, and other lienholders based on the priority determined by the Court, together with interest, costs, and accrued costs.

4. That the chattels covered in the security agreements be sold and the purchaser or purchasers thereof be given a bill of sale for the property in "as is", "no warranty", "no guarantee" condition.

5. That in the event Plaintiff is the purchaser of the chattels at sale and possession of the chattels is not surrendered to Plaintiff upon issuance of a bill of sale, a writ of assistance be issued directing the U.S. Marshal to deliver possession of the chattels to Plaintiff.

6. That if the monies from the above sales are insufficient to pay the amounts due to the Plaintiff, the expenses of sale, and the costs, the Plaintiff have a deficiency judgment against Defendant Kim R. Peltier.

7. That the U.S. Marshal for the District of Montana, out of the proceeds of the sale, shall be entitled to retain his fee, disbursements, and expenses of the sale and apply remaining proceeds to the Plaintiff to be applied to the judgment owed. If excess proceeds exist, they shall be paid to the Clerk of Court pending further order of the Court for distribution.

8. For such further relief as this Court may deem just and appropriate.

DATED this 2nd day of February, 2018.

KURT G. ALME  
United States Attorney

/s/ Victoria L. Francis  
VICTORIA L. FRANCIS  
Assistant U.S. Attorney